

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

UNITED STATES POSTAL SERVICE

and

Cases 07-CA-101857
07-CA-114412

DETROIT DISTRICT AREA LOCAL,
AMERICAN POSTAL WORKERS UNION, (APWU),
AFL-CIO

Robert Buzaitis, Esq.,
for the General Counsel.
Roderick Eves, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

Thomas M. Randazzo, Administrative Law Judge. These cases were tried in Detroit, Michigan, on October 6-7, and 15, 2014. The Detroit District Area Local, American Postal Workers Union (APWU), AFL-CIO (the Union or Charging Union) filed the instant charge in Case 07-CA-101857 on April 3, 2013,¹ and the General Counsel issued the complaint on May 28, 2013. The Union filed the charge in Case 07-CA-114412 on September 30, 2013 (and amended charge on October 23, 2013), and the General Counsel issued the complaint on May 28, 2013. The General Counsel consolidated these cases in an Order Consolidating Cases issued on August 19, 2014.

The Complaint in Case 07-CA-101857 alleges that on about February 11, 2013, the Union requested in writing that the United States Postal Service (the Respondent) furnish the dates of all reversions² occurring at the Detroit facilities from January 1, 2012, to the present (the date of the request), and that from about February 11 to about June 6, 2013, Respondent unreasonably delayed in furnishing the Union the information (complaint par. 7(a)). The

¹ All dates are in 2013 unless otherwise indicated.

² The record reveals that “reversion” of a position occurs when, after an incumbent employee vacates a position via reassignment, promotion, retirement, etc., the Respondent determines not to keep the position and it is eliminated.

complaint also alleges that on about February 15, 2013, and again on March 6, 2013,³ the Union requested in writing that Respondent furnish information including an unredacted copy of the final job bid award notice for posting 59576, and that from about February 15 to about May 29, 2013,⁴ Respondent unreasonably delayed in furnishing the Union with the information requested. (Complaint par. 7(b)). The complaint alleges that the unreasonable delays in providing the information violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act).

The complaint in Case 07-CA-114412 alleges that the Union, since about August 13, 2013, requested in writing that Respondent furnish the following information regarding employees at the College Park and Ferndale facilities, including all crafts, from August 2012 to the present (date of the request): (a) “copies of PS Form 3972, Absence Analysis,” and that from about August 13 to about September 9, 2013, Respondent unreasonably delayed in furnishing the Union with the information; (b) “copies of all attendance related disciplinary actions,” and that from about August 13 to about October 24, 2013, Respondent unreasonably delayed in furnishing the information; and (c) “copies of PS Form 3972, Absence Analysis and all attendance related disciplinary actions for management personnel,” and that since August 13, 2013, Respondent failed to furnish the information. The complaint further alleges that the failure to furnish the information and delays in furnishing the information each violated Section 8(a)(5) and (1) of the Act.

On the basis of the entire record,⁵ my determination of credible evidence,⁶ and after considering the briefs filed by the General Counsel and the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent admits, and I find, that the National Labor Relations Board (the Board) has jurisdiction over it by virtue of Section 1209 of the Postal Reorganization Act of 1970 (PRA) and that the Charging Union and National Union are labor organizations within the meaning of Section 2(5) of the Act.

³ Complaint par. 7(b) was amended at the hearing to add that the Union made another written request for information on March 6, 2013.

⁴ Complaint par. 9(b) was also amended to allege “from about February 5 to about May 29, 2013,” the Respondent unreasonably delayed in furnishing the information.

⁵ Abbreviations used in this decision are as follows: “Tr.” for transcript; “GC Exh.” for General Counsel’s Exhibit; “R. Exh.” for Respondent’s Exhibit; “GC Brief.” for the General Counsel’s Brief; and “Resp. Brief.” for Respondent’s brief.

⁶ In making my findings regarding the credible evidence, including the credibility of witnesses, I considered the testimonial demeanor of such witnesses, the content of their testimony, and the inherent probabilities based on the record as a whole.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

5 The Respondent provides postal services and operates various facilities nationwide. At
all material times, the Respondent has recognized the American Postal Workers Union, AFL-
CIO (National Union) as the exclusive collective-bargaining representative of the unit of clerk
employees, and the Charging Union has been designated as the servicing representative of the
10 National Union for all unit employees employed by the Respondent at its facilities in Ann Arbor
and in and near Detroit, Michigan, including its facilities at College Park and Ferndale. That
recognition of the National Union has been embodied in successive collective-bargaining
agreements, the most recent of which is effective by its terms from November 21, 2010 to May
20, 2015.

*B. Case 07-CA-101857**The Union's Request for Information on February 11, 2013, for the dates
of all reversions*1. The facts

20 The record establishes that in April 2012, the Respondent established a "Detroit
Centralized RFI process" to ensure the timely processing of requests for information (RFI) made
by the Union. This process utilizes an ACE facsimile transmission or fax messaging number
25 where the requests are sent to a managed email account which is shared with individuals who are
responsible for filling the requests for information. The ACE fax messaging number used by the
Respondent is (650) 578-4638, but it is a "virtual number," and there is no physical fax machine
associated with the number. Respondent's IT specialist, David LaBerge, testified that when
30 someone sends a request for information by fax to the (650) 578-6438 ACE fax number, it goes
in succession to: a public switch telephone network, to a Postal Private Branch exchange (PBX),
to a Postal Service phone system where the "Right Fax" server resides, and then it converts the
fax to an email that is sent to the managed email account designated as: DetroitRFI@usps.gov.

35 LaBerge testified that if the Right Fax system is functioning, all faxes sent to the (650)
578-6438 number will show up as an email at DetroitRFI@usps.gov, and that faxes sent to that
number can only go to that email address. He also testified that the 650 area code is for the San
Mateo, California area, where the Respondent maintains a Right Fax server or hardware. In a
letter dated August 24, 2012, the Respondent notified Union President Christopher Ulmer that
requests for information should be directed to Respondent's Designated Management Official
40 (DMO) by email to DetroitRFI@usps.gov, faxed to (650) 578-4638, or mailed to the
Respondent's Labor Relations Department.

45 James Stevenson, the Union clerk craft director and special assistant to the Charging
Union, testified that he submitted a request for information via fax on February 11, 2013, seeking
"the actual date and any official documentation for any and all reversions for the Detroit
installation from 01/01/12 to present." (GC Exh. 22). The General Counsel provided, as alleged
proof of submission, a fax confirmation sheet which shows the body of the February 11 request

for information, but does not identify the fax number to which it was allegedly sent. (GC Exh. 23). Stevenson testified that he faxed the request to the (650) 578-4638 number, and the confirmation sheet identifies on the bottom of the page that the “remote station” was “SAMT00,” the “start time” was “10.38:19 p.m. 02-11-2013,” the “duration” was “00:00 36,” the pages were “1/1,” the mode was “ES (Error correct),” the “job type” was “HS (Host send),” and “results” were “CP14400.” Stevenson testified that the February 11 request for information was sent to the remote station of “SAMT00,” but he admitted that he had “no idea” what that code meant. The February 11 information request fax transmission report did not state or reflect that the fax was received at the (650) 578-4638 number, and LeBerge testified that the transmission report did not confirm that the fax was sent to the (650) 578-4638 number. In addition, no evidence was presented which indicated that the Respondent’s Right Fax system was not functioning properly that day.

The General Counsel submitted several other fax confirmation sheets unrelated to the February 11, 2013, request, which are dated from September 19, 2012, to February 24, 2014. Those fax confirmation sheets also do not identify the fax number to which they were sent, but include “remote station” codes of “SAMT00,” “SAMT01,” “SAMT02,” “SAMT03,” “SAMT04,” and “SAMT07.” The corresponding requests for information for those faxes were recorded in the Respondent’s Detroit RFI logs. Stevenson testified that he sent those requests for information by fax transmission to (650) 578-4638, using the fax machine in the union office located in the George Washington Young (GWY) post office, but he was unable to explain why the transmissions had different remote station codes and he did not know what those codes or numbers meant.

Despite being directed to fax all information requests to (650) 578-4638, Stevenson testified that he had faxed information requests to numbers other than the designated number of (650) 578-4638, and he recalled receiving correspondence from the Respondent reminding him to use the designated fax number. In that regard, the Respondent sent Stevenson letters dated April 5 and June 24, 2013, reminding him of the designated fax number when submitting requests for information, because he was faxing requests to the labor relations fax machine. Stevenson testified that it was “very possible” he faxed requests for information to the fax number located in the labor relations department instead of to the designated fax number of (650) 578-4638.⁷

Erika Fields-Daniels, Respondent’s mail processing clerk who was detailed to the labor relations department to receive and log in requests for information, testified that she did not receive the February 11, 2013 information request on that date because she had not recorded her initials on it, which was her practice when receiving requests. In addition, it did not have the designated log number that is usually recorded on the top of request when it is received by the Respondent. On April 3, 2013, the Union filed the charge in this case, which had a copy of the information request and the fax transmission report attached to it. The Respondent time-stamped the information request as being received on April 3, 2013, and it was attached to the April 24, 2013 cover letter and the information the Respondent supplied the Union (GC Exh. 24).⁸

⁷ There is a “community” fax machine in Respondent’s labor relations office with a different number than the (650) 578-4638 number, and that fax machine is shared by seven individuals.

⁸ Receipt of the February 11, 2013 request on April 3, 2013, was also confirmed by Curtis’

Despite the fact that the Respondent received and time-stamped the request on April 3, Fields-Daniels testified that she did not receive it until on or about April 22, 2013, when she received it from the Respondent's law department. The information request was not recorded in the Respondent's Detroit RFI log on February 11, 2013, but instead was recorded on April 22, 2013.

According to the testimony of Curtis, once she received the information request, she forwarded it to the management officials responsible for filling the request. The information was gathered and Curtis provided it to Stevenson on April 24, 2013. The information consisted of 48 pages, and included notifications of proposed reversion which informed the Union of the positions to be reverted, and reposting of duty assignment letters. (GC Exh. 24). The documents, however, did not contain the dates of the reversions which was the information the Union requested. Curtis testified that Stevenson, however, never informed her that the information supplied to the Union on April 24, 2013, was insufficient or unresponsive to the request.

During this time period, Stevenson submitted other requests for information in relation to the Respondent's reversion of positions, such as those designated as 2013-GWY-16, 2013-GWY-27, and 2013-PDC-85. In particular, in a request for information submitted on February 27, 2013, (2013-PDC-85) (R Exh. 20), Stevenson requested the names of individuals who made the decisions to revert; the dates, attendees, minutes, and documents for all meetings to revert; the data, reports, and studies relied upon in reverting positions; emails concerning reversions; forms (PS Form 50s) identifying the dates employees vacated the positions; and the dates the positions became vacant. In response to that request, Curtis provided Stevenson with a "Reverted Position Report" on June 5, 2013, consisting of a computer generated 12-page report, received by the Union on June 6, 2013. (GC Exh. 25). While not in direct response to the February 11, 2013 information request (2013-GWY-22), the Reverted Position Report contained information responsive to both information request 2013-PDC-85 and information request 2013-GWY-22. In fact, Stevenson testified that the Reverted Position Report produced on June 6, 2013, provided the dates that the positions in question were reverted, and therefore it satisfied the Union's February 11, 2013 request for information.

2. The contentions of the parties

The General Counsel argues that the Union requested the reversion dates on February 11, 2013, and even though the Respondent first responded to the request by supplying information on April 24, 2013, that information did not contain the reversion dates. The General Counsel argues that the Respondent did not provide the requested information until June 6, 2013, almost 4 months later. In addition, the General Counsel contends that even if the request was not submitted on February 11, 2013, but was instead received by Respondent on April 3, 2013, as reflected by the time stamp, the Respondent waited approximately 3 weeks before it even replied to the request on April 24, and then did not provide the information until June 6, 2013, approximately 2 months later, and that such a delay in providing the information was unreasonable and a violation of the Act.

The Respondent argues that there is no proof that it received the February 11, 2013 information request on that date, but that it first saw the request when the instant unfair labor practice charge was filed on April 3, 2013. The Respondent further argues that the request was logged in as received on April 22, 2013, and it was promptly complied with when the Respondent sent the information to the Union on April 24, 2013. In addition, the Respondent argues that the Union never conveyed to the Respondent that the information provided on April 24 was insufficient, therefore the delay was not unreasonable. Finally, the Respondent acknowledges that without question, the information requested was provided to the Union on June 6, 2013 (GC Exh. 25), by information provided through a different request for information.

3. Analysis

It is well settled that an employer's duty to bargain collectively under Section 8(a)(5) of the Act includes the duty to supply requested information to a union that is the collective-bargaining representative of the employer's employees if the requested information is relevant and reasonably necessary to the union's performance of its responsibilities. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-436 (1967); *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956); see also *Central Soya Co.*, 288 NLRB 1402 (1988). This duty is not limited to contract negotiations but extends to requests made during the term of the contract for information relevant to and necessary for contract administration and grievance processing. The standard for determining the relevancy of requested information is a liberal one and it is necessary only to establish "the probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities." *Id.* at 437. See also *Leland Stanford Junior University*, 262 NLRB 136, 139 (1982), and cases cited therein. The Board has long held that information concerning unit employees' terms and conditions of employment is deemed to be presumptively relevant to a union's duty to represent the employees. *Pavilion at Forrestal Nursing & Rehabilitation*, 346 NLRB 458, 463 (2006); *Atlanta Hilton & Tower*, 271 NLRB 1600, 1602 (1984); *Cowles Communication, Inc.*, 172 NLRB 1909 (1968). Disclosure by an employer of requested information "necessary . . . to enable [a union] to evaluate intelligently grievances filed" or contemplated, allows a union to "sift out meritorious claims" and facilitates the arbitral process. *NLRB v. Acme Industrial Co.*, *supra* at 435, 437-438. A union seeking information from an employer regarding individuals outside of the bargaining unit must demonstrate the relevancy and necessity of such information to its representation of unit employees before an employer is obligated to provide it. *Frito-Lay Inc.*, 333 NLRB 1296 (2001).

The Board has held that the duty to furnish requested information requires a reasonable good faith effort to respond to the request as promptly as circumstances allow. *Allegheny Power*, 339 NLRB 585, 587 (2003); *Good Life Beverage Co.*, 312 NLRB 1060, 1062 fn. 9 (1993). In determining whether an employer unlawfully delayed in responding to an information request, the Board has held that it will consider "the totality of the circumstances surrounding the incident . . . , and that " . . . the duty to furnish requested information cannot be defined in terms of a per se rule." *Id.* In evaluating the promptness of an employer's response, "the Board will consider the complexity and extent of information sought, its availability and the difficulty in retrieving the information." *Id.*, citing *Samaritan Medical Center*, 319 NLRB 392, 398 (1995).

In this case, the Union's February 11 request for information seeks the dates for any and all reversions occurring at the Detroit facility from January 1, 2012, to the present. This

information was presumptively relevant to the Union's duties as the collective-bargaining representative of the employees, and therefore the Respondent had a duty to provide the information. Logic dictates, however, that the obligation to provide the information is incumbent upon a request for information being made by the Union that has been received by the Respondent. In this case, it is undisputed that there was a request for information dated February 11, 2013. However, there is an issue as to when the request for information was received by the Respondent. The General Counsel contends that the Union submitted its request for information on February 11, 2013, and it was received on that date, relying upon Stevenson's testimony that he faxed the request to the (650) 578-4638 number, and the fax transmission report. The Respondent, to the contrary, denies that it received the request on that date, and instead asserts in its brief that it received the request on April 22, 2013, when the Respondent recorded receipt of the request in its Detroit RFI log.

In support of its position that it never received the request on February 11, 2013, the Respondent offered the testimony of LaBerge, who stated that Respondent's managed e-mail account directs all faxes sent to (650) 578-4638 as attachments to the email address DetroitRFI@usps.gov, and that there is no other fax machine or email address to which a fax could go when sent to that number. Richard Williams, Respondent's manager of information system security, testified that the Respondent's Information Catalog Program ("ICP") has been storing emails sent to and from any email address ending with "@usps.gov" since early July 2009, which includes attachments to emails or faxes sent via a fax to email account. Jamel James, an employee of Northrup Gruman, (a contractor for the Respondent), and a member of the ICP group, testified that he conducted a search of all emails received at the Respondent's DetroitRFI@usps.gov email address on February 11, 2013. That search consisted of two audits, the first was for all emails received at the email address on February 11, 2013, that included either "American Postal Workers Union" or "APWU" in the text or subject line. That audit retrieved 6 emails. The second audit searched for all emails received at the email address on February 11, 2013, and it retrieved 16 emails.⁹ James testified that the February 11, 2013, request for information which Stevenson alleged he faxed to the (650) 578-4638 number, was not among the 22 emails retrieved in the Respondent's ICP search.

In addition, Fields-Daniels testified that she did not receive the request for information until April 22, 2013. The Respondent also presented evidence that the request was not recorded on the Detroit RFI log for February 11, 2013, but instead was recorded on April 22, 2013. Curtis also testified that she did not see the February 11, 2013, request until sometime in April when she received it from the Respondent's law department.

Since Stevenson testified that he submitted the request for information on February 11, 2013, and the Respondent's witnesses testified they never received that request for information on that date, I must determine as the trier of fact, whether the Union made a request for information on February 11, 2013, that was received by the Respondent. In making this determination, I must determine the credibility of these witnesses. Credibility determinations may rely on a variety of factors, including the context of the witness' testimony, the witness' testimonial demeanor, the weight of the evidence, established or admitted facts, reasonable

⁹ James testified that the emails found in the first audit were duplicates of emails received in the second audit, but they were saved as "unconvertible" files that do not display the "CC" or "To" fields.

inferences that may be drawn from the record as a whole, and the inherent probabilities of the allegations. *Double D Construction/ Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001) (citing *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996), enfd. 56 Fed. Appx. 516 (D.C. Cir. 2003)). Credibility findings need not be all or nothing propositions. Indeed, nothing is more common than for a judge to believe some, but not all, of the testimony of a witness. *Daikichi Sushi*, 335 NLRB at 622; *Jerry Ryce Builders*, 352 NLRB 1262 fn. 2 (2008), citing *NLRB v. Universal Camera Corp.*, 179 F.2d 749, 754 (2d Cir. 1950), reversed on other grounds 340 U.S. 474 (1951). Accord: *General Fabrications Corp.*, 328 NLRB 1114 fn. 1 (1999), enfd. 222 F.3d 218 (6th Cir. 2000). See also *J. Shaw Associates, LLC*, 349 NLRB 939, 939-940 (2007).

My overall observation during the trial was that Stevenson appeared in general to be a credible witness and I credit his assertion that he faxed the request for information to the (650) 578-4638 number. Conversely, I also find that the Respondent's witnesses were largely credible in their testimony and demeanor, and that their testimony was convincing, straight forward, and plausible. In particular, I find their testimony that they did not receive the information request until April 2013, plausible and supported by the record.

While Stevenson testified that he faxed the request for information on February 11, 2013, to the (650) 578-4638 number, the fax confirmation sheet does not identify, nor confirm, that it was received at that number. Despite the fact that the confirmation sheet identifies the "remote station" to which it was allegedly received was "SAMT00," the General Counsel failed to present any witnesses who could explain what that meant. In fact, Stevenson admitted at hearing that he had "no idea" what that code meant. Thus, while I credit Stevenson's testimony that he faxed the information request to the (650) 578-4638 number on February 11, 2013, there is no evidence in the record to confirm that the request was received by the Respondent at that number or converted to an email sent to DetroitRFI@usps.gov.

As mentioned above, I also credit the Respondent's witnesses and their testimony that the fax was not received on February 11, 2013. The evidence supports, and it is plausible, that the Respondent did not receive the request until April 2013. First, all faxes sent to the (650) 578-4638 number can only go to the email address of DetroitRFI@usps.gov, and there is no evidence to indicate that the Respondent's Right Fax system was not functioning properly on February 11, 2013. Second, Fields-Daniels credibly testified that the request was not received on February 11, 2013, which was supported by the fact that her initials were not recorded on it. Third, the request for information was not logged into the Respondent's Detroit RFI log on February 11, 2013, which is where all received requests are recorded. And fourth, Williams credibly testified that the Respondent's ICP program stores every email sent to Respondent's email address since 2009, and James, the Respondent's contractor employee, credibly testified that he conducted a search of all emails received at the Respondent's DetroitRFI@usps.gov email address on February 11, 2013, and that the request for information was not among the emails retrieved in the search.

The General Counsel bears the burden of proving the allegations in the complaint by a preponderance of the evidence. See *Central National Gottesman*, 303 NLRB 143, 145 (1991)(finding that the General Counsel did not meet the burden of proof because the testimony that the allegation occurred was equally credible as the testimony that denied the allegation); See

also *Blue Flash Express*, 109 NLRB 591, 591-592 (1954). I find that the General Counsel has not satisfied the burden of proving that the Respondent received the request for information on February 11, 2013.

5 In addition, I do not find, as the Respondent alleges, that the request for information was received on April 22, 2013. I find instead that it was received on April 3, 2013. While the Respondent asserts the request was received when it was forwarded from its legal department as a result of the filing of the unfair labor practice charge, the evidence establishes that the information request was attached to the charge (GC Exh. 1(a)), filed on April 3, 2013, and that
10 the information request was time-stamped by Respondent as being received on April 3, 2013 (GC Exh. 24).

While the Respondent, pursuant to the information request, supplied the Union with information on April 24, 2013, that information did not contain the actual dates of the reversions, which was the information the Union requested. It is undisputed, however, that the Respondent supplied the Union with the requested dates of reversions on June 6, 2013, when it sent information dated June 5, 2013 (GC Exh. 25), to Union President Ulmer which was responsive to a different request for information submitted on February 27, 2013 (2013-PDC-85) (R Exh. 20). In this regard, Stevenson testified that the Union's February 11, 2013 request for information
20 was satisfied on June 6, 2013.

Despite the fact that the Respondent received the information request on April 3, 2013, it did not supply the information responsive to that request until June 6, 2013, more than 2 months after the request was received. The information that satisfied the request was a "Reverted Position Report," consisting of a computer generated 12-page printout. The Respondent offered
25 no explanation for taking more than 2 months to turn this particular information over to the Union. In addition, there was no evidence to show that the information was unavailable, difficult to retrieve, or so complex or voluminous that it would be difficult to gather and send to the Union. To the contrary, the information appeared to be readily available in the Respondent's records and retrievable without difficulty. The Board has found unreasonable delay when the requested information was conducive to a relatively quick response and readily obtainable from the respondent's files. *Bundy Corp.*, 292 NLRB 671, 672 (1989); *Shangri-La Health Care Center, Inc.*, 288 NLRB 334, 335 (1988). Thus, I find that the delay of over 2 months (from April 3 to June 6, 2013) in providing the information to the Union was unreasonable and a violation of the Act. See *Regency Service Carts, Inc.*, 345 NLRB 671, 708 (2005) (1-1/2-month delay found unlawful); *Beverly of California Corp.*, 326 NLRB 153, 157 (1998) (2-month delay unlawful); *Postal Service*, 308 NLRB 547, 550 (1992) (delay of 7 weeks unlawful); *Capital Steel*, 317 NLRB 809, 813 (1995) (2-week delay unlawful); *Bundy Corp.*, supra at 672 (2-1/2-month delay unlawful); *Quality Engineers Products*, 267 NLRB 593, 598 (1983) (2-month delay
35 40 unlawful).

The Respondent, citing *Whitesell Corp.*, 352 NLRB 1196, 1197 (2008), argues in its brief that since Stevenson never informed the Respondent that the information supplied on April 24, 2013, was not what the Union wanted, there should be no recourse for the Union under the Act.
45 I find, however, that *Whitesell Corp.* is distinguishable from the facts of the instant case. In *Whitesell Corp.* the union requested information on how certain criteria would factor into a layoff or recall decision, and the respondent provided the union with the layoff and recall

evaluation form and stated that there was no formula for determining layoff/recall, but that such decisions were discretionary based on evaluation of its business needs and each employee's layoff and recall criteria rating. *Id.* at 1197. The Board noted that the union did not subsequently renew its information request or otherwise indicate that it expected more information, and there was no finding of any outstanding information that had been requested by the union. *Id.* On that issue, the Board found that the respondent satisfied its duty to provide the information requested, citing *Day Automotive Group*, 348 NLRB 1257, 1263 (2006), for the proposition that "a respondent did not violate Section 8(a)(5) where it provided the union with the requested information and the union did not renew the information request or identify topics about which it needed more information." *Id.* Those facts differ from the instant case, where the information provided by the Respondent on April 24, 2013, was not responsive to the Union's request for the actual dates for any and all reversions, and therefore the Respondent did not satisfy its duty to provide the information requested. Accordingly, I find the Respondent's argument in this regard lacks merit.

Based on the above, I find that the Respondent's delay of over 2 months in providing the Union with the information it requested in its February 11, 2013 request for information, which was received by the Respondent on April 3, 2013, was unreasonable and constituted a violation of Section 8(a)(5) and (1) of the Act.

C. Case 07—CA—101857

The Union's Requests for Information on February 15, 2013 (and again on March 6, 2013) for the unredacted copy of the final job bid award notice for posting 59576

1. The facts

In February 2013, an issue arose regarding job posting 59576. The Respondent's award notices for job postings are produced by its Shared Services Department in North Carolina, and they are then sent to the Local Services Department located in Detroit, Michigan. Stevenson testified that the award notice the Union received in relation to job posting 59576 appeared to be redacted or edited because it said "cancelled" instead of identifying either the name of the successful bidder, or left blank to reflect that there was no successful bidder.

In a request for information dated February 15, 2013,¹⁰ Stevenson sought 7 enumerated types of information pertaining to "posting 59576": (1) all preaward notices for posting 59576; (2) any and all changes and or corrections made to the pre-award notices for posting 59576; the names of any and all employees who bidded on posting 59576; (4) the bid logs for each position listed on 59576 showing each person who bidded; (5) any and all correspondence sent or received to shared services regarding the bid posting No. 59576; (6) the names of any and all individuals who made the decision to cancel jobs on posting 59576; and (7) any and all data, documents, reports, utilized to cancel jobs on posting 59576. (GC Exh. 26). This request was received by Respondent on February 19, 2013 (after the holiday weekend), and logged by the Respondent as 2013-PDC-70. Stevenson submitted another information request dated March 6,

¹⁰ The record established that the February 15, 2013 information request was mistakenly dated "02/15/12" on the top portion of the form, but was correctly dated "02/15/13" on the signature portion.

2013, which was logged as 2013-PDC-90, seeking, inter alia, “the original unedited award notice sent from shared services for posting 59576.” (GC Exh. 28.)= The request further stated “[t]he information request for 02/15/12 [sic] is not complete as items 6 and 7 have not been provided.”

5 On March 6, 2013, Curtis responded to the February 15 information request (2013-PDC-70) with documentation consisting of 150 pages of material. (R. Exh. 12). That information, however, did not contain the original unedited or unredacted award notices sent from shared services for posting 59576.

10 On March 6, 2013, Curtis also provided information in response to the March 6 information request (2013-PDC-90). (GC Exh. 29). The response included the vacancy notice for job posting 59576, but not the award notice (either redacted or unredacted). Stevenson testified that the difference between the vacancy notices and award notices is that the award notices list the successful bidder, effective date, seniority date, and employee rank, which is the
15 information the Union sought. In particular, Stevenson testified that the two responses were insufficient because they failed to identify “who the successful bidder was and where there was no successful bidder.”

20 On May 6, 2013, the Respondent supplied Stevenson with information in response to different information requests which were dated April 8, 2013, and logged in as “2013-GWY 9 Pages 2-4, SE 13 Pgs. 1-3, GM 14 Pgs. 1-3 & GWY 21 Pgs 1-2.”¹¹ That response consisted of 22 pages, the last 17 of which was an abbreviate award notice for posting 59576. (R. Exh. 13.)

25 Stevenson testified that on May 29, 2013, he also received information responsive to information requests dated May 3 and 9, 2013, which were logged as 2013-GWY-11 and 2013-GWY-12, respectively. (GC Exh. 59.) This information consisted of approximately 46 pages, including abbreviated pre-award notices, and in particular, a 17-page abbreviated award notice of posting 59576, which was printed on February 13, 2013. A review of that 17-page abbreviated
30 award notice reveals that it is the same abbreviated award notice the Respondent provided Stevenson on May 6, 2013. (R. Exh. 13.) Nevertheless, Stevenson testified that the Respondent did not provide the information he requested in the information requests dated February 15 and March 6, 2013, until May 29, 2013, when it supplied the information in response to requests 2013-GWY-11 & 12. With regard to the information provided, Stevenson specifically identified the 17-page abbreviated award notice for posting 59576 as the document that satisfied the
35 Union’s request for information at issue in this allegation.

40 Cheryl Blair, the Respondent’s human resources transition coordinator, credibly testified that a copy of the 17-page abbreviated award notice for posting 59576 (printed on Feb. 13, 2013), which was provided to the Union on May 6 and 29, 2013, was also emailed to the Union (in particular, Union President Ulmer) on February 15, 2013, the same day Stevenson submitted the request for information at issue. She testified that she distributes all bid or award notices, and that it is the Respondent’s practice to also provide them to the union president. Blair’s testimony was supported by the record which contains the February 15, 2013 email to various

¹¹ Even though this document is dated May 6, 2012, the body of the document reflects that date was an inadvertent error, and that the date was actually May 6, 2013.

recipients, one of which was the Union.¹² (R. Exhs. 10 and 11).¹³ The General Counsel has not disputed that the Union received the abbreviated award notice by email on February 15, 2013, and likewise, has failed to present any evidence rebutting the credible evidence establishing that the abbreviated award notice for posting 59576 (printed on February 13, 2013), which satisfied the Union's request for information, was emailed to the Union on the same day it made the request.

2. The contentions of the parties

The General Counsel contends that the Respondent's delay of over 3 months in providing the information (from February 15 to May 29, 2013), was unreasonable and a violation of the Act. In addition, as mentioned above, the General Counsel does not dispute that the Union received the responsive documentation by email on February 15, 2013. However, the General Counsel argues in its brief that while the Respondent apparently emailed a copy of the responsive document to Ulmer the same day that Stevenson made the request for information, the Respondent never told Stevenson that it had sent the information.

The Respondent contends that the Union did not seek an "unredacted" copy of the award notice on February 15, 2013, as alleged in the complaint, but instead it requested the "unedited" award notice for posting 59576 as part of a separate request for information dated March 6, 2013. On that basis, the Respondent asserts that the information request was not made by the Union until March 6, 2013. In addition, the Respondent asserts that the responsive information was already provided to the Union on February 15, 2013, the day the information request was submitted, and was also timely provided on May 6, 2013, after the Union agreed to an extension of time to supply the information.¹⁴

3. Analysis

It is clear that the information requested by the Union on February 15 and March 6, 2013, concerning the dates of reversions and copies of the final job bid award notice for posting 59576, concern unit employees' terms and conditions of employment, and is therefore presumptively relevant. In determining whether an employer has unlawfully delayed in responding to an information request, the Board has noted that it considers the totality of the circumstances surrounding the incident, and there is no per se rule regarding a time period for production. The Board requires that an employer make a reasonable good-faith effort to respond to the request as expeditiously as possible.

¹² Blair testified that the email was sent to Ulmer's email address, which is "DETapwuvpres@sbcglobal.net" (or as reflected on the email itself as "detapwuvpres@sbcglobal.net"), and that she customarily sends such award notices to Ulmer at that email address.

¹³ Curtis testified that a copy of the unredacted award notice was provided to the Union in both paper form and on a computer disc. (R. Exh. 13).

¹⁴ As mentioned above, on May 6, 2013, Curtis responded to several requests for information other than the February 15 and March 6, 2013 requests that are at issue. Those requests responded to were logged as "2013-GWY 9 Pages 2-4, SE 13 Pgs. 1-3, GM 14 Pgs. 1-3 & GWY 21 Pgs 1-2." The record reveals that Stevenson agreed on April 11, 2013, to extend the time for Curtis to respond to these requests for information by 30 days, or until May 6, 2013, as the requested information was voluminous.

With regard to the Respondent's assertion that the information request was not made by the Union until March 6, 2013, because the Union did not specifically ask for an "unredacted" copy of the award notice on February 15, 2013, but instead requested the "unedited" award notice as part of a separate request for information on March 6, 2013, I find that argument unpersuasive. Despite the fact that the word "unredacted" or "unedited" copy is not specifically set forth in the February 15 request, I find that the wording of paragraph 5 of the request, seeking: "... any and all correspondence sent or received to shared services regarding the bid posting No. 59576," would include those award notices that were the originals, sans markings, editing, or the redacting of information. Thus, I find that the information requested on February 15 sufficiently describes or characterizes the complaint allegation as "unredacted." In addition, I find the March 6 request, while separate, was nevertheless related to the February 15 request, as reflected by the characterization of "unedited" award notices, and the specific reference to the February 15 request where it stated in number 3 of the request that items in the "2/15/12"¹⁵ request were "not complete" because certain items had "not been provided." (GC Exh. 28). Accordingly, I find the evidence establishes that the unredacted or unedited award notices were included in the information sought in the February 15 request for information.

With regard to whether the Respondent unreasonably delayed in providing the Union with the unredacted award notices, I find merit to the Respondent's assertion that it provided the Union with the information sought in the February 15, 2013 information request on the day that request was submitted. As mentioned above, it is undisputed that the Union received the abbreviated award notice by email on that date. However, the General Counsel argues that submission of that information should not be found to satisfy the Union's request simply because the Respondent never told Stevenson that the information had been provided to Ulmer. This argument is without merit as there is no evidence to suggest that information had to be provided only to the union official who requested it, and there is certainly no legal precedent offered by the General Counsel to support that theory. In fact, to the contrary, the General Counsel's theory is belied by evidence it presented with regard to the first allegation in this case. That evidence establishes that Stevenson's request on February 11, 2013, for the requested dates of reversions (GC Exh. 22) was complied with to his satisfaction on June 6, 2013, when the Union received information sent to Ulmer responsive to a different request for information submitted on February 27, 2013 (2013-PDC-85) (R. Exh. 20). Thus, the evidence establishes that information requests were complied with and satisfied by the submission of information to union officials other than those who requested it, and from information supplied in response to different information requests.

Based on this undisputed evidence, I find that the Respondent responded to the request as expeditiously as possible, and in fact, provided the Union with the information it requested in the February 15, and March 6, 2013 information requests on February 15, 2013, via facsimile transmission. Accordingly, the evidence does not establish that the Respondent violated Section 8(a)(5) and (1) of the Act as alleged, and I shall dismiss this allegation.

¹⁵ As mentioned above, the February 15, 2013 request for information was mistakenly dated February 15, 2012, at the top of the document.

D. Case 07—CA—114412

The Union's Requests for Information on about August 13, 2013, for PS Form 3972 Absence Analysis forms and all attendance related disciplinary actions for all craft employees and management employees at the College Park and Ferndale facilities

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1. The facts

John Merritt, the union steward and special assistant to the Union, submitted a request for information dated August 13, 2013, seeking copies of “PS Form 3972 Absence Analysis” and “attendance-related disciplinary actions” for “ALL crafts” as well as “ALL management employees” at the College Park and Ferndale Branch, from August 2012 to the present. This request was received by the Respondent on August 14, 2013, and was identified and logged by the Respondent as “2013-GWY-42.” Merritt testified that he requested the information because of “a [Union] steward named Shuronda Ulmer, who works at the College Park Station in Detroit.” He testified that Shuronda Ulmer, the wife of Union President Christopher Ulmer, informed the Union that she had been either threatened with or had received AWOL (absent without leave) charges, and was being threatened with discipline. (Tr. 19.) The record establishes that a grievance was filed on Shuronda Ulmer’s behalf over this matter.

The undisputed record, however, establishes that more than a month before Merritt submitted his request for information, the parties entered into an EEO settlement resolving Shuronda Ulmer’s AWOL threat and discipline grievance, as reflected in a “Settlement Agreement Form in the Matter of Mediation” between Shuronda Ulmer and the Respondent, dated June 21, 2013, and signed by the Respondent, Shuronda Ulmer, and her representative, Christopher Ulmer, on July 2, 2013.¹⁶ In that settlement, her letter of warning issued on March 13, 2013, was reduced to an official discussion and the Union agreed “to withdraw the grievance regarding this matter immediately.” That agreement is also signed by Christopher Ulmer as the union official in the section designated for signature “if the grievance [is] being withdrawn.”

Crystal Curtis (formerly Thornton), Respondent’s RFI coordinator from May 2012 to September 2013, testified that she became aware that the Union had withdrawn the grievance filed on Shuronda Ulmer’s behalf around the time of the EEO settlement. However, the Respondent nevertheless sought extra time to provide the information requested. In this regard, on August 14, the same day the Respondent received the request, it sent Merritt a written request for an extension of time to August 27, 2013, to provide the information, allegedly because the requested information had to be ordered and sent to College Park, and because it was voluminous. The Union never agreed to the extension of time. On that date, the Respondent also sent the Union a “Request for Relevance Explanation” (GC Exhs. 3 and 4), asking for a detailed explanation for the relevance of the requested information for nonbargaining unit employees. (GC Exh. 4). On August 15, 2013, Merritt responded by letter to the request for relevance, stating in part that:

In the course of determining whether or not postal management is fairly, equitably and uniformly applying attendance policies and attendance discipline – for ALL

¹⁶ See Resp. Exh. 17.

postal employees, craft and management – the broad request for attendance information is necessary.” (GC Exh. 5).

In a letter dated August 26, 2013, the Respondent informed Merritt that his letter providing the relevance of his request was received, and none of the data was readily available. A request for an extension of time to provide the information until September 10, 2013, was attached to the August 26, 2013 letter. The letter stated that the request for extension was based upon the Respondent’s assertion that the information had to be ordered and sent to the College Park facility, it was voluminous, and it required the aid of an unnamed individual out of the office, on sick leave, and on training. The Union, however, never agreed to that request either.

On August 30, 2013, Respondent sent Merritt a PS Form 6105 (Disclosure of Information About Employees to Collective Bargaining Agents) asking him to sign the form before the information could be provided.¹⁷ Merritt testified that he had never before seen or been asked to sign a PS Form 6105, even though he had asked for and received information concerning management employees from the Respondent on many occasions in the past. Merritt testified that he ignored the request to sign the PS Form 6105 because he believed he was entitled to the information, and that the Union already had a duty to protect the confidentiality of the information it was provided by the Respondent.

On September 6, 2013, the Respondent provided Union President Ulmer with copies of the PS Form 3972s for the clerk and letter carrier employees at the College Park facility, which consisted of a computer generated report totaling 700 pages. (R. Exh. 25). However, the information provided did not include the attendance related disciplines for the clerks or letter carriers, or the PS Form 3972s and attendance related disciplines for the management employees.

The Union filed an unfair labor practice charge in this case on September 30, 2013. On October 22, 2013, the Respondent provided Merritt with the attendance related disciplines for the clerk employees, which consisted of 19 pages (R. Exh. 27). In addition, on October 29, 2013, the Respondent provided Merritt with the attendance related disciplines for the letter carrier employees, who are represented by the National Association of Letter Carriers (the NALC), and are therefore outside the instant collective-bargaining unit. The Respondent provided this information to the Union even though the Union did not sign the PS Form 6105 as the Respondent had requested.

The Respondent, in a letter dated October 29, 2013, informed Merritt that it would not provide the PS Form 3972s and attendance related discipline for the management employees because the management employees “are not governed by the collective bargaining agreement, [and] thus [the] request for this information is not relevant.” (GC Exh. 8). It is undisputed that

¹⁷ Curtis testified that the Union was asked to complete a PS Form 6105 (Disclosure of Information About Employees to Collective Bargaining Agents) because the request sought confidential information, such as Employee Identification Numbers (EINs), Social Security numbers, and home addresses. The PS Form 6105 provides that the Union acknowledges the information provided by the Respondent includes personal information about individuals, and while in the possession of the Respondent it has been protected under the Privacy Act, and that its use by the Union should be consistent with that statutory protection.

the Respondent never provided the requested PS Form 3972s and attendance related discipline for the management employees.

2. The contentions of the parties

The General Counsel alleges in the complaint that the Respondent unreasonably delayed furnishing copies of the PS Form 3972s for all craft employees from August 13, 2013 to about September 9, 2013, unreasonably delayed furnishing the Union with copies of all attendance related disciplinary actions for all craft employees from August 13, 2013 to about October 24, 2013, and failed to provide the Union with copies of PS Form 3972s and all attendance related disciplinary actions for management personnel since August 13, 2013, in violation of Section 8(a)(5) and (1) of the Act.

The General Counsel argues that this request for information stemmed from Union Steward Sharonda Ulmer's grievance over her attendance related discipline, and accordingly, relevance was established by the Union's assertion that the information was needed for comparison purposes to show how the Respondent applied its attendance discipline policy. The General Counsel also argues that the refusal to provide the PS Form 3972s and the attendance related discipline for management employees was unlawful because non-bargaining unit information sought as evidence of disparate treatment between unit employees and supervisors is relevant. Furthermore, the General Counsel argues that Respondent's failure to provide the information constituted a violation of the Act, notwithstanding Respondent's assertion that it was justified in not providing the information because the Union did not sign a PS Form 6105. The General Counsel asserts that failure to sign the PS Form 6105 is an insufficient defense because Respondent supplied the information for the letter carriers who were not in the bargaining unit without a signed PS Form 6105 for that information.

With regard to the Respondent's alleged delay in providing the PS Form 3972s and attendance related discipline for the clerks and letter carriers, the General Counsel points out that the request was made on August 13, 2013, and the Respondent supplied the computer generated PS Form 3972s totaling a few hundred pages on September 6, 2013. The attendance related discipline for the bargaining unit's clerks was provided on October 22, 2013, and for the letter carriers (outside the bargaining unit) it was provided on October 29, 2013. The General Counsel argues that it is unreasonable that it took 3 weeks to provide the information. The General Counsel also argues that it took the Respondent over 2 months to provide the attendance related discipline totaling 38 pages. On that basis, the General Counsel argues that the 2-month delay was unreasonable and a violation of the Act.

The Respondent contends that the request for information is not relevant because the underlying grievance upon which it was based was settled on July 2, 2013, and thereby the request for information was rendered moot.¹⁸ On that basis, the Respondent argues that it was not obligated to provide the information, and therefore it did not violate the Act. For the reasons stated below, I find merit to the Respondent's assertions.

¹⁸ Despite the fact that the Respondent raised as an affirmative defense in its answer that "the information sought relates to a grievance that had already been settled . . .," and the Respondent also raised this defense at trial, the General Counsel did not address this asserted defense at trial or in its brief.

3. Analysis

As mentioned above, an employer's duty to bargain collectively under Section 8(a)(5) of the Act includes the duty to supply requested information to a union that is the collective-bargaining representative of the employees, if the requested information is relevant and reasonably necessary to the union's performance of its responsibilities. *NLRB v. Acme Industrial Co.*, supra at 435-436; *NLRB v. Truitt Mfg. Co.*, supra; see also *Central Soya Co.*, supra. With regard to requests during the term of the contract for information relevant to and necessary for contract administration and grievance processing, that disclosure of requested information necessary to enable a union to evaluate grievances filed or contemplated, allows a union to "sift out meritorious claims" and facilitates the arbitral process. *NLRB v. Acme Industrial Co.*, supra at 435, 437-438.

In this case, it is undisputed that the Union's request for information was based solely on the fact that Shuronda Ulmer received AWOL charges and was being threatened with discipline, and subsequently filed a grievance over that matter. In fact, Merritt admitted at the hearing that the information request was based solely upon the AWOL charge and threat of discipline. The record is also devoid of any evidence to suggest that the request for information in question was based on anything other than Shuronda Ulmer's AWOL charge/threat of discipline, and there is no evidence that the information was sought or needed for the general policing of the collective-bargaining agreement.

The Board has held that the issue of whether a respondent unlawfully refused to provide requested information is to be determined by the facts as they existed at the time of the request. *Lansing Automakers Federal Credit Union*, 355 NLRB 1345 (2010); *Mary Thompson Hospital*, 296 NLRB 1245, 1250 (1989), enfd. 943 F.2d 741 (7th Cir. 1991). I find that when the Respondent and Union entered into the EEO settlement on July 2, 2013, wherein Shuronda Ulmer's letter of warning was reduced to an official discussion and the Union agreed to withdraw the grievance immediately, the matter was resolved and the need for information pertaining to that incident and grievance ceased to exist. The information request on August 13, 2013, was made more than a month after the matter was resolved to the parties' satisfaction, and therefore, the information requested was not relevant or necessary to the Union's duties. As such, the request was essentially moot. The Board has held that where a request for information is moot, the employer has no statutory obligation to furnish the information requested. *Glazers Wholesale Drug Co.*, 211 NLRB 1063 (1974), enfd. 523 F.2d 1053 (5th Cir. 1975), cert. denied 425 U.S. 913 (1976).

The General Counsel bears the burden of proving the allegations in the complaint by a preponderance of the evidence. I find that the General Counsel has failed to satisfy the burden of showing that the request for information was relevant and necessary for the Union's exercise of its duties when in fact the dispute upon which the need for that information was based, was resolved more than a month before the request for the information was made. The Respondent, despite the fact that it subsequently complied with the request and supplied the Union with the information requested (with the exception of the information requested for the management personnel), was not obligated under the Act to provide the information. Based on the above, I

find that the evidence does not establish that the Respondent has violated Section 8(a)(5) and (1) of the Act as alleged. Accordingly, I will dismiss this allegation.¹⁹

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CONCLUSIONS OF LAW

1. The Board has jurisdiction over the Respondent by virtue of Section 1209 of the PRA.

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2. The Charging Union and National Union are labor organizations within the meaning of Section 2(5) of the Act.

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3. At all material times since 1990, based on Section 9(a) of the Act, the National Union has been the exclusive collective-bargaining representative of the unit of clerk employees, and the Charging Union has been the designated servicing representative of the National Union for all unit employees employed by the Respondent at its facilities in Ann Arbor and in and near Detroit, Michigan, including its facilities at College Park and Ferndale.

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4. By its unreasonable delay in providing the Union with the information it requested in its request for information dated February 11, 2013, and received by the Respondent on April 3, 2013, pertaining to the dates of all reversions occurring at the Detroit facilities from January 1, 2012, to the present, the Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) and of the Act.

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5. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

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6. The Respondent has not otherwise violated the Act and I recommend that the remaining allegations of the complaint be dismissed.

REMEDY

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Having found that the Respondent has violated the Act by failing and refusing to furnish the Union with the information requested in a timely manner, and thereby engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

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With regard to the remedy, the General Counsel argues that an affirmative bargaining order, a broad cease-and-desist order, and “any other labor organization” language are appropriate remedies for the Respondent’s unreasonable delay in providing the Union with information in violation of Section 8(a)(5) and (1) of the Act. I find, however, that a traditional Board remedy is sufficient to remedy this single unfair labor practice finding. The Respondent’s

¹⁹ Since I have found the information requested was not relevant or necessary to the Union in this matter, I find it unnecessary to pass on the remainder of the parties’ allegations, such as whether the Respondent delayed in providing the information or whether it was required to provide the information requested for the management employees.

single violation of a delay in providing the Union information is insufficient to show such interference with the bargaining obligation that would warrant an affirmative bargaining order. In addition, while the Board has held in *Hickmott Foods*, 242 NLRB 1357 (1987), that a broad cease-and-desist order is warranted only when a respondent is shown to have a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees' fundamental statutory rights, the evidence in this case is insufficient to show such a proclivity to violate the Act, or such egregious misconduct by the Respondent in the Detroit District. In fact, in the instant case, I have found merit to only one of the three unfair labor practices alleged, and there is insufficient evidence of proclivity to violate the Act or egregious misconduct demonstrating a disregard for employees' fundamental statutory rights in the Detroit District.²⁰

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended²¹

ORDER

The Respondent, its Detroit District officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with Detroit District Area Local, American Postal Workers Union (APWU), AFL-CIO (the Union) by failing and refusing to furnish it with requested information in a timely manner that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the Respondent's unit employees.

(b) In any like or related manner, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

²⁰ Many of the settlements, judgments or decisions relied on by the General Counsel in asserting that other than the traditional remedy is appropriate, are from facilities outside the Detroit District, in other administratively separate Postal Service areas. Of the settlements, decisions or judgments cited by the General Counsel that arose from the Detroit District, eleven were in areas outside of City of Detroit, and of the four settlements, judgments or decisions that arose out of the City of Detroit, three pre-dated the Respondent's centralized RFI process established in Detroit in April 2012 to aide in the furnishing of union information requests. Finally, in the one decision that arose out of the City of Detroit since the establishment of the centralized RFI process, the Board affirmed the judge's finding that a single violation of a failure to furnish information, which was described as "a minor one," was sufficiently remedied with a traditional Board order. *Postal Service*, 360 NLRB No. 94 (2014).

²¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

5 (a) Within 14 days after service by the Region, post at its facilities in Detroit, Michigan,
copies of the attached notice marked "Appendix."²² Copies of the notice, on forms
provided by the Regional Director for Region 7, after being signed by the
Respondent's authorized representative, shall be posted by the Respondent and
maintained for 60 consecutive days in conspicuous places, including all places where
10 notices to employees are customarily posted. In addition to physical posting of paper
notices, notices shall be distributed electronically, such as by email, posting on an
intranet or an internet site, and/or other electronic means, if the Respondent
customarily communicates with its employees by such means. Reasonable steps shall
be taken by the Respondent to ensure that the notices are not altered, defaced, or
covered by any other material. If the Respondent has gone out of business or closed
15 the facility involved in these proceedings, the Respondent shall duplicate and mail, at
its own expense, a copy of the notice to all current employees and former employees
employed by the Respondent at any time since April 3, 2013.

20 (b) Within 21 days after service by the Region, file with the Regional Director a sworn
certification of a responsible official on a form provided by the Region attesting to the
steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of
the Act not specifically found.

25 Dated, Washington, D.C. February 24, 2015

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Thomas M. Randazzo
Administrative Law Judge

²² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose a representative to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with Detroit District Area Local, American Postal Workers Union (APWU), AFL-CIO (the Union) by failing and refusing to furnish it with requested information in a timely manner that is relevant and necessary to the Union's performance of its duties as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

UNITED STATES POSTAL SERVICE
(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

477 Michigan Avenue, Federal Building, Room 300
Detroit, MI 48226-2569
(313) 226-3200, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/07-CA-101857 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (313) 226-3244.